

**AGREEMENT**

**BETWEEN THE**

**CHESTERFIELD SCHOOL BOARD**

**AND THE**

**CHESTERFIELD SUPPORT STAFF ASSOCIATION**

July 1, 2009 to June 30, 2011

PREAMBLE

This Agreement entered into this 14th day of March, 2009 by and between the Chesterfield School Board, hereinafter called the "Board", and the Chesterfield Support Staff Association, affiliated with NEA - New Hampshire and the National Education Association, hereinafter called the "Association". Except as otherwise provided herein, the parties agree to negotiate subject to the provisions of RSA: 273-A.

DEFINITIONS

- SCHOOL: The term "School" as used in this Agreement, means any work location or functional division maintained by the Board where instruction, as required by the State, is offered to the children enrolled in the Chesterfield School District.
- EMPLOYEE: The term "Employee" as used in this Agreement, means a person employed by the Board as defined in Article I, Section I, of this Agreement.
- EMPLOYEE REPRESENTATIVE: The term "Employee Representative" as used in this Agreement, means the Association Representative.
- PERSON: The term "Person" as used in this Agreement, means a person employed by the Board as defined in Article I, Section I, of this Agreement. Whenever the singular is used in this Agreement, it is to include the plural and any reference to male also includes female.
- PELRB: The term "PELRB" shall mean the New Hampshire Public Employee Labor Relations Board

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## ARTICLE I

### RECOGNITION

- 1.1 For purpose of collective negotiations, the Board recognizes the Association as the exclusive representative of all employees of the Chesterfield School District during the term of this Agreement. The term "Employee" shall include all those employees of the Chesterfield School Districts as described by the PELRB with amendments.
- 1.2 Unless otherwise indicated, the term "employee", when used hereinafter in this Agreement, shall refer to employees represented by the Association in the negotiating unit as defined in Section 1 of this Article and reference to male employees shall include female employees.

## ARTICLE II

### SCOPE OF AGREEMENT

#### 2.1 MANAGEMENT RIGHTS

Except as otherwise provided in this Agreement, or otherwise agreed to between the parties, the Union recognizes that there are functions, powers, authorities and responsibilities exclusively vested in the Board, among which are included, but not limited to, the right to introduce new or improved methods, machinery or personnel; to establish standards of work; to determine the extent to which the Chesterfield School District shall operate and accomplish such work; the right to establish schedules of work; to assign work to employees; to establish reasonable safety and other rules governing the operations of the Chesterfield School System and the conduct of their Employees; the right to enforce such rules and to direct the working forces, as the Board may deem appropriate not in conflict with the terms of this Agreement.

## ARTICLE III

### PROCEDURE FOR NEGOTIATION OF SUCCESSOR AGREEMENT

- 3.1 On or about October first (1st) of the prior year in which this Agreement expires, and subject to compliance with Article 15 the Association may in writing by certified mail return receipt requested, notify the Board of its desire to terminate or modify the terms and conditions of this Agreement and shall submit no later than October fifteenth (15th) to the Board its demands on negotiable items. If proper notice is given, the parties shall, no later than November fifteenth (15th) meet, confer and negotiate.
- 3.2 The Negotiating Committee of the Board and the Negotiating Committee of the Association shall have authority to reach a complete agreement, subject to ratification by the Board and the qualified voting members of the Association covered by this Agreement.
- 3.3 The Board or its designee agrees to supply the Association with such non-confidential information as is in the Board's possession and is reasonably and timely requested by the Association.
- 3.4 Any agreement reached shall be reduced to writing and signed by the Board and Association. The Board shall make a good faith effort to secure the funds necessary to implement said agreements. However, any agreement reached herein which requires the expenditures of public funds for its implementation shall not be binding upon the Board, unless, and until, the necessary appropriations have been made by the voters. Provided nevertheless, this paragraph shall not apply to actions of the District meetings subsequent to the first district meeting at which this contract was approved so long as the action at the first meeting was in compliance with the notice requirements of the "Sanborn" standards. The Board agrees that for any agreement of duration in excess of one year the funding provisions will be submitted to the voters in compliance with requirements of the "Sanborn" standards.
- 3.5 If, after discussion of all negotiable matters proposed by either party, the parties fail to reach an agreement, either party may declare an impasse. In the event of an impasse, either party may request the New Hampshire Public Employee Labor Relations Board (PELRB) to appoint a mediator for the purpose of assisting them in reconciling their differences and resolving the controversy on terms which are mutually acceptable. The PELRB will, within ten (10) days after the receipt of such request, appoint a mediator in accordance with rules and procedures prescribed by it for making such appointment. The mediator will meet with the parties forthwith, either jointly or separately, in order to persuade the parties to resolve their differences and effect a mutually acceptable agreement.
- 3.6 If the mediator is unable to effect settlement of the controversy within fifteen (15) days after his appointment, either party may, by written notification to the other, request that their differences be submitted to fact-finding. Within fifteen (15) days after receipt of the aforesaid written request, either party may request the PELRB to designate a fact finder. The PELRB will, within fifteen (15) days after receipt of such request, designate a fact finder in accordance with rules and procedures prescribed by it for making such designations. The parties may extend the time limits for mediation and/or fact finding by mutual agreement.
- 3.7 The fact finder will, as soon as possible after his appointment, meet with the parties or their representatives, or both, forthwith, either jointly or separately, make inquiries and investigations, hold hearings, or take such other steps as he deems appropriate. Any such hearings will be held in closed session. The Board and the Association will furnish the fact finder, upon his request, all records, papers and information in their possession relating to any matter under investigation by or in issue before the fact finder. If the dispute is not resolved prior thereto, the fact finder shall make findings of fact and make terms of settlement regarding the disputed matters submitted to him. The fact finder may

make his report public. In the event after the fact finder's report is made public there remain unresolved issues the parties specifically agree that only the unresolved issues dealing with direct economic provisions of the contract shall be submitted to the school district meeting for considerations.

- 3.8 The costs for the services of a mediator and/or fact finder, including per diem expenses, if any, will be shared equally by the Board and the Association.
- 3.9 Determinations and/or recommendations under the provisions of Sections 6 and 7 of this Article will not be binding on the parties.
- 3.10 During negotiations, the Committee of the Board and the Committee of the Association will present relevant data, exchange points of view and make proposals and counter-proposals.
- 3.11 The Board will, if it is known, make the Association aware of the budget submission date at the first meeting set forth in this Article.
- 3.12 A copy of any agreement reached hereunder will be filed by the Association with the PELRB within fourteen (14) days of its execution and printing.
- 3.13 If the monies to fund the economic provisions are not appropriated as provided in this Article, Section 4, then the parties will do the following:
  - A. The appropriate party shall notify the other party of its intent to renegotiate the provisions of the Agreement; and,
  - B. The parties shall, within ten (10) days of such notification, meet and develop a modified settlement, which shall be resubmitted to the legislative entity in accordance with the provisions of RSA 273-A:12, Paragraphs III and IV.

## ARTICLE IV

### ASSOCIATION RIGHTS

- 4.1 The Association will have the right to use school buildings at reasonable times, without cost, for meetings. Request for the use of buildings will be made to the Principal in advance.
- 4.2 The Association will, upon request, be given an opportunity at employee meetings to present brief reports and announcements.
- 4.3 The Association will have the right to post notices of its activities and matters of employee concern in employees' rooms and shall continue to have the use of the employee mail box system.
- 4.4 Upon notification by an employee (see Appendix B), the Board will deduct association dues and forward such deduction to the Association's treasurer. The Board shall be held harmless from any and all claims in connection therewith.
- 4.5 The Association may, with permission from the Building Principal, use school equipment normally used by employees for Association activities. However, expendable material will be at the expense of the Association.
- 4.6 Rights granted to the Association under this Article shall not, in the judgment of the Board, be disruptive or injurious to the Chesterfield education system, its students, the faculty, or administration, nor in violation of any of the provisions of this Agreement. In making judgments under this section, the Board shall not be arbitrary or capricious.
- 4.7 As long as the Chesterfield Support Staff Association is certified as the representative of the Chesterfield employees pursuant to RSA 273-A the rights and privileges set forth in this Article shall not be granted to any other bargaining agent.
- 4.8 Request under the provisions of this Article shall mean permission and shall be made to the Building Principal or his designee.
- 4.9 Employees shall suffer no loss of pay for a reasonable amount of time spent in the conduct of negotiations which occur during normal working hours, or in the filing or processing of grievances under this Agreement. If an employee is to receive a reduction in pay under this Article, the Principal shall so notify the employee before the reduction is made.
- 4.10 The School Administrative Unit Office will, within thirty (30) calendar days of hiring a new employee, notify the Chesterfield Support Staff Association President of the new employee's name, assignment, address and salary and, if authorized in writing by the employee, they will also provide the new employee's phone number.
- 4.11 The Association shall have the right to use an aggregate total of two (2) days without loss of pay to attend the annual Delegates' Assembly and/or state and national training sessions.

## ARTICLE V

### PERSONNEL MATTERS

- 5.1 An employee shall be given a copy of any formal evaluation report prepared by his evaluators before any conference held to discuss it. If the employee is dissatisfied with this evaluation conference, he may request additional conference time. Thereafter, the employee shall sign the report. Such signature shall indicate only that the report has been read by the employee and in no way indicates agreement with the contents thereof.
- 5.2 Oral or written complaints regarding an employee made to any member of the Administration by any parent, student or other person which may be used to evaluate an employee shall be promptly investigated. In order to be considered an oral complaint and in order to be used in the evaluation of an employee, the employee shall receive written confirmation of the oral complaint. The employee shall be given prompt notice of such complaint and shall be given the opportunity to respond and to meet with the person(s) making such a complaint. The employee will acknowledge that he has had the opportunity to review such complaint by affixing his signature to a copy to be filed. Such signature will in no way indicate agreement with the contents thereof. In any event, if an employee refused to sign any report set forth in this Article then such report may be placed in that respective employee's file.
- 5.3 The parties recognize and agree that, subject to the provisions of this Article, employee evaluation is a supervisory function.
- 5.4 Each new employee to the Chesterfield School System shall be made aware of the school district's evaluation plan. The Association shall have the right to contribute input and to meet and confer with respect to any new plan; but in any event, the Board shall make the final determination of any matters under this section.
- 5.5 Each employee shall be entitled access to his personnel file at any time upon notice to the Superintendent or his designee. The employee may, if he wishes, have a representative of the Association accompany him during such a review.
- 5.6 The employee shall have the right to make a response to any material contained in his personnel file and such response shall be made a part of said employee's file. Reproductions of such material may be made by hand or copying machine, if available.
- 5.7 No material will be placed in an employee's personnel file without written notification to the employee.

## ARTICLE VI

### CONDITIONS OF EMPLOYMENT

- 6.1 A. For purposes of this Agreement, the period of service for school year employees shall not exceed the number of instructional days for students plus five (5), two (2) of which would be at the beginning of the year, three (3) of which would be at the discretion of the administration; the parties shall meet and confer as to content. Administration will make the final determination concerning the use of these three days. In any event, the Superintendent shall make the final determination, both as to content and number of days, except that the number of days may not exceed five (5).
- B. Calendar year employees shall work not less than thirty-seven and one-half (37.5) hours per normal work week and fifty-two (52) weeks per fiscal year.
- C. School year employees shall work not less than thirty (30) hours per normal work week and one hundred eighty-six (186) days per fiscal year. School year employees may agree to work beyond one hundred eighty-six (186) days and shall be paid at the correct hourly rate of pay.
- D. The first thirty (30) days of employment shall be considered a trial period to permit the Board to determine a new employee's fitness and adaptability for the work required. This time period may be extended another thirty (30) days by the Board. The Board may discharge any probationary employee without such discharge being subject to the Grievance & Arbitration Procedure of this Agreement.
- 6.2 Overtime shall be compensated as follows:
- A. Hours worked in excess of eight (8) hours per day or forty (40) hours per week shall be compensated at one and one half (1-1/2) times the employee's regular rate of pay. No overtime shall be granted without prior written approval of the principal or building administrator. Overtime will be granted for work in excess of eight (8) hours per day or forty (40) hours per week, provided regularly scheduled assignments up to ten (10) hours per day while school is not in session shall not be eligible for overtime pay.
- B. Hours worked in excess of an employee's regular shift but less than eight (8) hours per day or forty (40) hours per week shall be compensated at the employee's regular rate of pay.
- C. In the event the employer offers compensatory time off in lieu of overtime payment, the election of compensatory time or pay shall be the employee's.
- D. In the event an employee is required to work a holiday, payment for all hours worked shall be at two (2) times the employee's regular rate of pay.
- E. In the event an employee is required to work on weekends for a non-school function, he/she shall be paid at one and one half (1-1/2) the employee's regular rate of pay.
- 6.3 The school district shall provide written job descriptions including minimum qualifications for each position covered by this Agreement. If the District is considering a change in a job classification or if it creates a new classification, it shall notify the Association of its intent at least thirty (30) days prior to the implementation of the change or new classification. The parties may agree to shorten this time period by mutual agreement or in case of an emergency.

- 6.4 The Board agrees that each employee will have an unpaid uninterrupted, duty-free lunch period of at least thirty (30) minutes in duration. In the event that an employee is required to work during his lunch period or part thereof, he shall be paid at the appropriate hourly rate. Employees may leave the premises during their lunch hour but shall let the office know they have left the grounds.
- 6.5
- A. In the event an employee's position becomes eliminated or changed (regardless of the reason), he shall be given consideration for any open and unfilled position which may then be available, provided he has applied and is qualified to perform the work.
  - B. Any such employee shall be required to submit a written request for consideration under this Section. Such request shall set forth the position desired and open and the employee's qualifications.
  - C. The Board shall notify the involved employee if it contemplates a change in the assignment of an employee as set forth in his/her contract and if the employee objects to the reassignment, the administration agrees to meet with the employee within ten (10) days of receipt of notification to consider the employee's concerns and possible alternatives. In the case the reassignment is refused, such a refusal shall constitute termination of employment without prejudice.
  - D. Vacancies (including summer tutorial work) will be posted for a minimum of ten (10) days except in cases of emergency, existing employees will be granted priority for employment to fill vacancies provided they are the more qualified applicants.
- 6.6 It shall be the policy of the Chesterfield School District to use fair and consistent procedures in the event a reduction in force becomes necessary. In all cases, reduction of the staff will be done with the best interests of the students in mind as well as budgetary restraints which may be present at the time. Reduction in staff shall only occur after a careful assessment has been completed with all other reasonable possible options considered.
- A. The Board retains the sole and exclusive right to determine the need for and magnitude of a reduction in staff.
  - B. The Board shall notify the Association of any planned reduction in staff and agrees to make available to the Association any financial or other data relating to the reduction.
  - C. When reduction in staff becomes necessary the following factors shall be determinative:
    - 1. Employees having the most seniority shall be placed in the remaining positions provided it can be demonstrated their ability to perform the work is relatively equal.
    - 2. The staff shall be reduced in the reverse order that employees were hired in the school district.
    - 3. Employees hired on the same date shall be let go by lot if both are qualified to do the same work.
    - 4. Full-time employees will not be let go when the needs giving rise to reduction in staff can be met by the termination of a part-time employee.
    - 5. For a period of one (1) year following a reduction in force, should a vacancy occur, employees shall be considered for the opening(s) in the

reverse order of the original reduction, i.e. last let go shall be first returned providing they are qualified for the opened position(s). It shall be the responsibility of the employee to promptly notify the Human Resources Office of any changes in his or her current address.

- 6.7 The Association agrees to submit to the Board, for its consideration, suggestions for the school calendar on or before November fifteenth (15th) of the preceding year. The Association will also be given an opportunity to provide input, and meet and confer, in instances where the school calendar may require or undergo modification during the school year. The Board shall have the right to establish the school calendar and to make appropriate changes at any time, and such action by the Board shall not be subject to the grievance procedures of this Agreement.
- 6.8 The Chesterfield School District agrees to set aside as a separate fund the following amounts; \$8,000 in 2009-2011 for the purpose of funding staff development, including but not limited to college and vocational courses, workshops and seminars, as follows:
- A. For the reimbursement to staff for staff development costs pursuant to the policies and procedures currently in force or as may hereafter be amended for the Chesterfield School District.
  - B. For the reimbursement to staff of college and vocational courses provided that said reimbursement shall be for tuition only and shall be at a rate not to exceed four (4) credit hours at the University of New Hampshire rate per year, and on the further condition that the participant receive a grade of B or better.
  - C. To pay the costs of an employee's participation in any workshop, seminar or similarly educationally related program which activity shall have been approved by the Principal and the Superintendent of Schools, or his/her designee, and which directly relates to the employee's job within the Chesterfield School District. Reimbursement shall be for tuition or registration costs only.
  - D. The Chesterfield School Board shall post staff development opportunities in the staff lounge and will encourage SAU 29 to forward all relevant staff development opportunities to Chesterfield School in a timely manner.

Procedure for Applying for Reimbursement:

Employees shall apply in advance for reimbursement and may apply in anticipation of programs to be attended in advance, including during the summer school break.

Payments: If application is made forty (40) days prior to the anticipated start of the program and otherwise qualifies, payment will be made to the employee in advance of the attendance date.

Employees must provide the administration with certification of attendance (such as a dated receipt) and participation at the full program within thirty (30) days of the completion of the program. Failure to provide such certification shall result in the obligation of the employee to repay any advance payments under this program.

Failure to repay an advance payment upon request shall result in the School District withholding the balance of repayment from any future payments due the employee from any source.

Allocation of Funds: Funds will be allocated on a first come, first serve basis, provided that no employee shall receive more than \$600 in 2009-2010 and \$650 in 2010-2011.

Allocation of Unused Funds: In the event at the end of any fiscal year there are funds that have not been applied for, any employee who has qualified expenses that exceed the set forth above limitation may apply for an additional grant. In the event there are applications for additional grants in excess of the funds available, the funds will be paid on a pro-rata basis.

## ARTICLE VII

### RATES OF PAY

- 7.1 The Compensation Plan and its application are set forth in Appendix A attached hereto.
- 7.2 Full-time employees shall receive a retirement stipend equal to one and one-half percent (1.5%) of the current year's salary. The stipend shall be payable during the month of June for the current fiscal year. The retirement stipend will be subject to normal taxation as part of the employee's compensation.
- 7.3 A. New employees and any current employees covered under this agreement, shall be placed on the salary schedule at a level equal to one step for every two years of non-school experience in a like field as well as experience in an educational setting with like experience as determined by the District's Personnel Office. Advance placement shall be applied at a maximum of three (3) steps and/or a maximum of six (6) years experience will be considered. Any employee who returns to district employment after a break in service of one (1) year or less shall be returned to the step at which he/she left or to a step reflecting additional experience, whichever is greater.
- B. A year of service will be prorated using full-time equivalents for part-time work. A partial year of experience will be rounded up to whole year when it is equal to more than fifty percent (50%) of a year and will be rounded down when it is equal to fifty percent (50%) and less of a year.
- C. Timely arrangements will be made by the association for all current employees to submit adjustments to their employment applications regarding unreported, previously unnecessary experience that is relevant to advanced placement consideration.

## ARTICLE VIII

### GRIEVANCE PROCEDURE

- 8.1 Definition: A "grievance" is a claim based upon an event or condition which affects the welfare and/or terms and conditions of employment of an employee or group of employees based upon the interpretation, application, or violation of any of the provisions of this Agreement. An "aggrieved employee" is the person or persons making the claim. All time limits specified in this Article shall mean calendar days.
- 8.2 Purpose: The parties acknowledge that it is more desirable for an employee and his immediately involved supervisor to resolve problems through free and informal communications. Grievances which are not satisfactorily settled in an informal way shall be reduced to writing (See Appendix C attached hereto) and referred to the following formal grievance procedure.
- 8.3 Right of Representation: An employee covered by this Agreement shall, under this Article, have the right to have an Association representative present at any time subject to his requesting such representation.
- 8.4 Formal Procedure: The grievance shall state the specified alleged violation or condition with proper reference to the contract Agreement. It shall also set forth names, dates, and any other related facts which will provide a sound basis for a complete understanding of any such grievance. No grievance shall be considered under this procedure unless notice of the same is given to the administration within thirty (30) days following the occurrence of the facts which give rise to the grievance.

LEVEL A. Within seven (7) days of receipt of a formal grievance, the Building Principal shall meet with the aggrieved employee. Within seven (7) days following any such meeting, the Principal shall give his answer in writing. If the grievance is not settled at this level then it may be referred to Level B within ten (10) days of the receipt of an answer given at this level.

LEVEL B. Within ten (10) days of a grievance being referred to this level, the Superintendent will meet with the participants of Level A and examine the facts of the grievance. The Superintendent shall give his answer within ten (10) days of any such meeting. If the grievance is not settled at this level, then within ten (10) days from receipt of the answer rendered at this level the grievance may be referred to arbitration as set forth herein.

LEVEL C. Within fifteen (15) days of the grievance being referred to this level, the Board will meet with the participants of the grievance to hear the grievance. The Board will give its answer within fifteen (15) days of the meeting. If the grievance is not settled at this level, the grievance may be referred to arbitration as set forth herein.

LEVEL D. If the grievance remains unsettled, then the matter may be referred by the Association to arbitration. If the matter is referred to arbitration then the parties shall apply to the American Arbitration Association to name an arbitrator under the rules and procedures then obtaining of the service. The arbitrator shall use his best efforts to arbitrate the grievance, but he shall have no power or authority to do other than interpret and apply the provisions of this Agreement and he shall have no power to add to or subtract from, alter, or modify any of the said provisions. The arbitrator shall thereafter submit a decision to both parties. The parties agree to share equally in the compensation and expenses of the arbitrator.

As to decisions involving RIF, suspension, or discharge of an employee (other than a probationary employee) the decision of the arbitrator shall be binding. In all other cases the decision shall be advisory. Notwithstanding the provisions herein, upon receipt of the decision of the arbitrator either party may petition a court of competent jurisdiction to review the facts and law and render a decision.

- 8.5 Time periods specified in this procedure may be extended by mutual agreement.
- 8.6 Upon selection and certification by the Association, the Board shall recognize an Association Grievance Committee.
- 8.7 Grievance(s) involving more than one employee or involving the Superintendent, may be submitted by the Association to Level B.
- 8.8 Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits (unless extended by mutual agreement) shall permit the aggrieved person to proceed to the next level.
- 8.9 The parties agree that employees covered by this Agreement shall enjoy freedom from restraint, interference, coercion, discrimination or reprisal in presenting or appealing any personal grievance(s).

## ARTICLE IX

### LEAVES OF ABSENCE

- 9.1 It is agreed that the use of leave days will be confined to legitimate purposes provided in this Article.
- 9.2 Sick leave shall be confined to the personal illness of an employee or immediate family member, excluding work connected disability covered by New Hampshire Workers' Compensation Laws.
- 9.3 A. School year employees shall be credited with ten (10) sick leave days per year up to a maximum accumulation of ninety (90) days. The employee shall accrue one (1) sick leave day per month, but not to exceed ten (10) per year. Should the employee leave the employ of the District prior to earning sick leave days paid for, the employee shall reimburse the District the difference between earned sick leave and paid sick leave, by authorizing a payroll deduction of the balance due from the final paycheck. Calendar year employees shall be credited with twelve (12) sick leave days per year up to a maximum accumulation of ninety (90) days.
- B. The district will document applicable sick and vacation balances on pay stubs when practicable.
- 9.4 Long term employees may be eligible for a one time sick leave buy-back benefit upon Official Retirement. Notice of Official Retirement must be delivered in writing to the District via the acting School Board Chair, no later than September first (1st) prior to the school year in which Official Retirement will be taken. For example, an employee wishing to retire on June 30, 2011 must alert the district in writing no later than September 1, 2009. "Official Retirement" means; when the employee actually retires from active employment, full or part time, with a minimum of twenty years of continuous service in Chesterfield District, part time years will be prorated toward full time equivalent years, and deemed eligible only under circumstances where the total years of District service when added to the employee's age equals no less than seventy-eight (78).
- 9.5 **DISABILITY:**  
The Board agrees to provide all full-time employees with short-term disability/long-term disability coverage according to the policy in effect for employees as of January 1, 1995. (A copy of the current policy shall be attached to this contract for information purposes.)
- The level of, access to, and eligibility for, short-term disability and long-term disability benefits shall not be reduced without the prior consent of the Association.
- 9.6 Employees shall be entitled to a maximum of three (3) paid personal leave days which shall be non-cumulative, for the purpose of attending personal business which cannot be reasonably taken care of during non-work hours. Personal days may not be used for recreational purposes or extension of holiday or vacation time. Written request shall, except in case of emergency, be presented to the principal at least twenty-four (24) hours prior to the proposed leave date. The written request shall contain a certification by the employee that the leave is qualified under this section (see Appendix D). Approval of personal leave days shall be at the discretion of the principal and shall not be arbitrary or capricious in his/her denial of personal leave.
- 9.6 An employee who is absent due to a work connected illness or accident (Workers' Compensation) shall receive his net difference between Workers' Compensation payments and his full pay at his applicable salary rate and such payment by the Board shall continue until any such employee has used all of his accumulated sick leave. Thereafter, he shall continue to receive only those monies paid to him under the provisions of the Workers' Compensation Law of the State of New Hampshire. Amounts

paid by the Board under the provision of this Section shall be subject to usual and customary payroll deductions (taxes, et cetera). In no event shall any employee receive monies in excess of the regular net earnings to which he was entitled prior to any such Workers' Compensation claim.

- 9.8 Military leave of absence shall be granted by the Board in accordance with state and federal statutes.
- 9.9 An employee called as a juror will be paid the difference between the fees he receives for such service, based on the employee's regular daily rate. Satisfactory evidence (court issued pay stub) must be submitted to the employee's immediate supervisor.
- 9.10 An employee called to serve not more than a fourteen (14) day annual training tour of duty with the National Guard or Armed Forces Reserves will be paid the difference between his pay for such government service and the amount of earnings lost by him for reason of such service based on the employee's regular daily rate.
- 9.11 Employees shall be entitled to a maximum of three (3) paid days for attendance at funerals of members of the immediate family. Immediate family, as used in this Section, shall mean mother, father, sister, brother, spouse and children of employee, grandparents, member of the employee's household, and the same relatives of the employee's spouse. In extenuating circumstances the Board may grant additional leave under this Section as set forth in Section I of this Article.
- 9.12 Leaves for other reasons, paid or not paid, shall be granted at the discretion of the Board.
- 9.13 Professional days, with or without pay, shall be at the sole discretion of the Superintendent or his designee.
- 9.14 When an employee on authorized leave under this Article becomes available for reemployment, he will be given priority consideration for any open or unfilled position for which he may be qualified at the time any such employee advises the Superintendent of his availability.
- 9.15 Paid leave may only be claimed while on full paid status as an employee of the district.
- 9.16 Child Rearing Leave: In addition to the period of time in which a staff person is disabled as a result of the birth of a child, or upon the adoption of an infant child, upon written request to the Administration given at least sixty (60) days prior to the anticipated birth date, the staff person shall be granted maternity (sometimes called child rearing leave) without pay. As consideration for the extended time, an employee on said leave agrees to return on the first day of a pay period ONLY, and provide further that the total leave shall not exceed sixteen (16) months. A further extended leave may be granted at the discretion of the Board. The employee shall give the Board notice of intended return date at the time of request for leave. The consideration for the granting of the extended leave is the agreement of the staff person to give the notices and abide by the return dates set forth in this paragraph. During the time that the staff person is on unpaid child-rearing leave, the staff person shall be entitled to remain eligible for participation in all District fringe benefit programs provided they shall be at the sole expense of the staff person, and provided the staff person shall not be eligible for paid leave.
- 9.17 If applicable, all eligible employees as defined by the Family and Medical Leave Act shall be entitled to the benefits of the Act or the benefits of this contract, whichever is greater, except that the year for purpose of eligibility shall be July first (1st) through June thirtieth (30th), and that no employee shall be required to use his/her sick leave as part of the leave covered by the Family and Medical Leave Act. Provided the Board's obligation to pay health insurance costs shall not exceed twelve (12) weeks unless such coverage is provided for in this collective bargaining agreement. The Board shall retain all such discretion as provided in the Act unless limited by this Agreement.

- 9.18 Upon an official delayed opening due to snow or inclement weather, employees are expected to arrive at work at the scheduled time. If employees are unable to work the scheduled total number of hours due to a delayed opening, the employer will attempt to offer the employee work beyond regular hours to make up the time lost. All make-up time must be performed within two (2) pay-periods from the weather related delayed opening. The building principal will administer this provision in good faith at his/her discretion. Excludes all closures including snow days.

ARTICLE X

HEALTH INSURANCE

10.1 The Board agrees to maintain in effect an insurance plan equivalent to the 85% of POS for all employees currently working or hired in positions requiring 1080 hours or more annually under this contract so long as they remain on the Chesterfield School Payroll. A summary of the benefits to be provided for the duration of this Agreement is as follows:

2009-2010

Single	89% of current year's HMO premium
Two-person	89% of current year's HMO premium
Family	89% of current year's HMO premium

2010-2011

Single	88% of current year's HMO premium
Two-person	88% of current year's HMO premium
Family	88% of current year's HMO premium

10.2 An employee must enroll as a member of one of the products offered by the district to employees covered under this agreement in order to receive this benefit. Employees may elect not to join the plan or may elect single, double or family coverage. Employees electing not to join one of the health plans for the entire membership year, and who secure substitute health insurance coverage of comparable quality through sources other than the Town of Chesterfield; and who supply the district with proof of the aforementioned coverage shall be eligible to receive a \$2,500 payment upon the close of the applicable school year. The amount shall not be prorated and no consideration for partial years will be given.

10.3 The Board agrees to maintain in effect Delta Dental Option 8 providing \$1,500 maximum coverage per year for employees covered by this Agreement. The Board's maximum contribution for each eligible employee shall be as follows:

2009-2011	\$650
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10.4 The difference between the Board's contribution, as shown above, and the actual cost of coverage selected by the employee will be payroll deducted from appropriate payroll periods.

10.5 The Board will pay the full cost to provide a term life insurance policy, including an accidental death and dismemberment provision, for employees covered by this Agreement. Life Insurance provided will be equal to three times the hourly employee's annual salary rounded to the nearest thousand dollars for the remaining duration of the contract. The plan provides for a waiver of premium benefit in the event of total and permanent disability prior to age 70, and provides for a thirty-day conversion privilege for terminating employees after five (5) years of coverage under the policy.

10.6 The parties agree that the School Board shall have the exclusive right to determine the carrier used to provide the benefits set forth in this Article including the right to self-insure; however, the Board shall not have the right to diminish any part of the benefits provided herein.

10.7 The parties agree that payroll deductions for health and dental insurance will be taken on a pretax basis. The parties agree that any deduction made by the District from the compensation of the employee which result from District error and which exceed the amount actually authorized for deduction by the employee shall be refunded to the employee.

10.8 The District agrees to establish a Section 125 Medical Spending Account and a Dependent Care Spending Account at District expense for all full time and regular employees. The Medical Spending Account will have a \$200 minimum and a \$1,500

maximum limit. The Dependent Care Spending Account will have a \$200 minimum and a \$5,000 maximum limit.

## ARTICLE XI

### MISCELLANEOUS PROVISIONS

- 11.1 If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
- 11.2 The Board and the Association agree that there shall be no discrimination and that all practices, procedures and policies of the school system shall clearly exemplify that there is no discrimination in the hiring, training, assignment, promotion, transfer, or discipline of employees or in the application or administration of this Agreement on the basis of race, creed, color, religion, national origin, sex, domicile, marital status, age, membership, and/or activity in the Association.
- 11.3 Copies of this Agreement shall be printed at the expense of the Board within thirty (30) days after the Agreement is signed and presented to all employees now employed, hereafter employed, or considered for employment by the Board.
- 11.4 No employee will be disciplined or reprimanded except for just cause.
- 11.5 Whenever possible, an employee shall provide two (2) weeks notice of intent to resign from a position to the District.

## ARTICLE XII

### NOTICE UNDER AGREEMENT

- 12.1 Whenever written notice to the Board is provided for in this Agreement, such notice shall be addressed to the Chesterfield School Board Chairman, c/o Chesterfield School, 535 Old Chesterfield Rd., PO Box 205, Chesterfield, NH 03443-0205 with a copy provided to the Superintendent of Schools, SAU 29, 34 West Street, Keene, New Hampshire 03431.
- 12.2 Whenever written notice to the Chesterfield Support Staff Association is provided for in this Agreement, such notice shall be addressed to the President or Co-Presidents of the Chesterfield Support Staff Association at his then current address.
- 12.3 Either party, by written notice, may change the address at which future written notices to it shall be given.

## ARTICLE XIII

### STRIKES AND SANCTIONS

- 13.1 The Association and the Board subscribe to the principle that differences shall be resolved without interruption of the school program. The Association, therefore, agrees that it will not sponsor or support any strike, sanction, or work stoppage, nor will the Association sponsor or support any other concerted refusal to perform work by the employees covered by this Agreement, nor will the Association sponsor or support any instigation thereof during the life of this Agreement, nor shall the Board engage in any form of lockout against employees.

ARTICLE XIV

VACATIONS AND HOLIDAYS

14.1 Employees shall receive vacation according to the following schedule:

A. Twelve month employees:

0 - 1 year = 1 day per month, 12 days per year  
1 - 5 years = 1.25 days per month, 15 days per year  
6 - 10 years = 1.5 days per month, 18 days per year  
11 or more years = 1.75 days per month, 21 days per year

B. Any unused vacation days will be paid in the last pay period of the year or an employee may elect to carry over to the next year not more than 30 unused vacation days. The previous practice of 'fronting vacation days' will be terminated as of the close of this collective bargaining agreement.

C. School year employees shall receive no vacation.

14.2 Employees shall receive the following paid holidays:

New Year's Day  
Memorial Day  
Labor Day  
Veterans Day  
Thanksgiving Day  
Christmas Day  
Five (5) additional days as determined by the administration.

In addition, calendar year employees get Independence Day.

ARTICLE XV

DURATION OF AGREEMENT

15.1 This Agreement shall continue in full force and effect until twelve o'clock midnight June 30, 2011.

15.2 This Agreement may be extended from time to time beyond its expiration date by written mutual agreement of the representative of the Chesterfield School Board and the Chesterfield Support Staff Association.

APPENDIX A

CHESTERFIELD SUPPORT STAFF  
SALARY SCHEDULES

<u>STEP</u>	<u>2009-2010</u>	<u>STEP</u>	<u>2010-2011</u>
0	11.65	0	11.90
1	11.75	1	12.07
2	11.90	2	12.17
3	12.00	3	12.27
4	12.10	4	12.37
5	12.20	5	12.48
6	12.30	6	12.58
7	12.40	7	12.68
8-9	12.76	8	12.85
10-15	14.63	9-10	13.65
16+	16.00	11-15	14.95
		16+	16.09

Robert Howard will be red-circled and shall receive an hourly stipend at the rate of \$1.75 in 2009-2011

APPENDIX B

CHESTERFIELD SCHOOL DISTRICT  
DUES DEDUCTION AUTHORIZATION FORM

NAME \_\_\_\_\_  
(please print)

"I hereby authorize the Chesterfield School District to withhold from my salary the sum of \$\_\_\_\_\_ for membership dues as follows:

For membership in the Chesterfield Support Staff Association,  
the sum of \$\_\_\_\_\_ per year;

For membership in the New Hampshire Education Association,  
the sum of \$\_\_\_\_\_ per year;

For membership in the National Education Association, the  
sum of \$\_\_\_\_\_ per year;

The sums thus to be deducted over nineteen (19) pay periods are hereby assigned by me to the Chesterfield Support Staff Association and are to be remitted by the Chesterfield School District to the Treasurer of the Association and have done so, the Board shall be held harmless from any claim(s) in connection with the provisions of this Appendix E. It is further agreed that the Board assumes no financial liability except to forward on a monthly basis (by the 15th of each month) those funds which have been properly authorized and deducted the last day of the preceding month.

This authorization and assignment shall continue in full force and effect until revoked by me. Such revocation shall be affected by written notice to the School District and the Association giving thirty (30) days notice prior to the end of the current school year of my desire to revoke same."

Signature \_\_\_\_\_

Date \_\_\_\_\_

APPENDIX C

GRIEVANCE REPORT FORM

Grievance No. \_\_\_\_\_

\_\_\_\_\_ School District

To: \_\_\_\_\_  
(Name of Principal)

Complete in triplicate with copies to:

- 1) Principal
- 2) Superintendent/Assistant Superintendent
- 3) Association

School: \_\_\_\_\_

Name of Grievant: \_\_\_\_\_

Date Filed: \_\_\_\_\_

Level A

Date of Grievance: \_\_\_\_\_

1. Statement of Grievance (be sure to include the specific violation or condition with proper references to the contract agreement):

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

2. Relief sought: \_\_\_\_\_

\_\_\_\_\_

Date \_\_\_\_\_ Signature \_\_\_\_\_

Answer given by Principal: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Date \_\_\_\_\_ Signature \_\_\_\_\_

Position of Grievant: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

\_\_\_\_\_

APPENDIX C

GRIEVANCE REPORT FORM

LEVEL B

Date received by Superintendent/Assistant Superintendent: \_\_\_\_\_

Answer given by Superintendent/Assistant Superintendent: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

*Date* \_\_\_\_\_ *Signature* \_\_\_\_\_

Position of Grievant: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

*Date* \_\_\_\_\_ *Signature* \_\_\_\_\_

LEVEL C

Date submitted to Board: \_\_\_\_\_

Answer given by the Board: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

*Date* \_\_\_\_\_ *Signature* \_\_\_\_\_

Position of Grievant: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

*Date* \_\_\_\_\_ *Signature* \_\_\_\_\_

LEVEL D

Date submitted to Arbitration: \_\_\_\_\_

Disposition of Arbitrator: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

*Date* \_\_\_\_\_

*Signature* \_\_\_\_\_

APPENDIX D

CHESTERFIELD SCHOOL  
REQUEST FOR PAID PERSONAL LEAVE

Article 9.6 of the Agreement between the Chesterfield School Board and the Chesterfield Support Staff Association specifies: "Employees shall be entitled to a maximum of 3 paid personal leave days which shall be non-cumulative, for the purpose of attending personal business which cannot be reasonably taken care of during non-work hours. Personal days may not be used for recreational purposes or extension of holiday or vacation time. Written request shall, except in case of emergency, be presented to the principal at least 24 hours prior to the proposed leave date. The written request shall contain a certification by the employee that the leave is qualified under this section. Approval of personal leave days shall be at the discretion of the principal and shall not be arbitrary or capricious in his/her denial of personal leave.

NAME: \_\_\_\_\_

DATE: \_\_\_\_\_

I am requesting a paid personal leave for \_\_\_\_\_  
date(s)

and certify that the leave is qualified under this section.

Signature:

\_\_\_\_\_

Approved \_\_\_\_\_ Disapproved \_\_\_\_\_

Principal's Signature

Comments: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

In witness whereof the parties executed this Agreement on this \_\_\_\_ day of April, 2009 as of the date and year first written above.

CHESTERFIELD SCHOOL BOARD

CHESTERFIELD SUPPORT STAFF  
ASSOCIATION

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Chesterfield School Board

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Chesterfield Support Staff